

203-011075-018

Seventh Revised
Page No.2

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

91 NOV 29 11:11

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the Agreement is the Central America Discussion Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is through authorization of discussion, consultation and development of consensus to foster commerce, service and stability in the trade while maintaining the parties freedom of competitive action.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

Association Parties

UNITED STATES/CENTRAL AMERICA LINER ASSOCIATION
6565 Taft Street - Suite 201
Hollywood, FL 33024

Independent Carrier Parties

NEXOS LINE
601 N. 13th Street
Tampa, Florida 33602

NORDANA LINE, INC.
Suite 1000
Houston, Texas 77008

CONCORDE SHIPPING, INC.
929 Bienville Street
New Orleans, Louisiana 70112

TROPICAL SHIPPING AND
CONSTRUCTION CO. LTD.
821 Avenue "E"
Riviera Beach, FL 33404

CENTRAL AMERICA
SHIPPERS, INC.
6095 N.W. 72nd Ave.
Miami, FL 33166

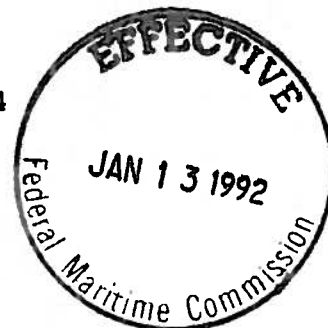
GREAT WHITE FLEET, LTD.
250 East Fifth Street
Cincinnati, Ohio 45202

NAVIERA CONSOLIDADA S.A.
8355 N.W. 53rd Street
Suites 112 and 114
Miami, FL 33166

THOMPSON SHIPPING CO., LTD.
Box 188, Georgetown
Grand Cayman, B.W.I.

KING OCEAN CENTRAL AMERICA, S.A.
7570 N.W. 14th Street
Miami, FL 33126

NETWORK SHIPPING LTD.
800 Douglas Entrance
Building B, Suite 140
Coral Gables, FL 33134



CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-0138

handling of delinquent accounts and interest thereon. The parties may discuss any rate, service item or rule on which independent action has been taken and service contracts, if any. The parties will, to the extent required by law or as determined by them, publish and file their own separate tariff or tariffs.

(b) This Agreement does not authorize any common tariffs. The parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each party shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.

(c) An agreement made hereunder by an Association Party is an agreement on behalf of and is binding on each member of the Association Party to the same extent that the Association is bound.

(d) The parties may meet in person, by telephone or conduct business by written, telex or telefax exchanges. At any meeting and in order to foster a consensus, all carriers, including the individual carrier members of Association Parties, may communicate directly with the independent carrier parties and express their views with respect to any matter authorized Article 5 herein.

(e) To further assist in reaching a consensus all carriers, including the individual carrier members of Association Parties, may communicate directly with some or all of the independent carrier parties and exchange information with them, with respect to any matter authorized by Article 5 herein, prior to meetings of the Agreement.

(f) The parties may charter space to, from and among each other and with members of the United States Central America Liner Association, FMC Agr. No. 202-010987 on vessels owned or operated by them or members of the Central America Liner Association in the Trade on such terms and conditions as they shall agree. The parties may also jointly establish sailing schedules, port rotation, limit sailing and jointly advertise each others vessels or vessels owned or operated by members of the United States Central America Liner Association.

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

The Discussion Agreement shall submit to the FMC separate and sequentially numbered confidential minute records on a quarterly calendar year basis reporting all on-going (i.e. other than casual) charter arrangements entered into between or among the Members pursuant hereto and specifying, for each such arrangement, (i) the names of the chartering and underlying carrier parties; (ii) the amount of space chartered expressed in twenty foot equivalent container units (TEU's); (iii) the commencement and termination dates; and (iv) the port or ports from or to which it applies.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF
AUTHORITY

The parties may appoint such administrative officials as they deem appropriate and shall share the expenses of the Agreement as they may from time-to-time determine.

The persons authorized to file the Agreement or any subsequent modifications thereto with and submit associated supporting materials to the Federal Maritime Commission is Transportation Services, Inc., or such other persons as the parties may hereafter designate in writing.

ARTICLE 7: MEMBERSHIP

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-01⁸

IN WITNESS WHEREOF, the parties listed below have caused the foregoing Agreement to be executed on their behalf by their respective duly authorized officer or agent.

ASSOCIATION PARTY

Party: UNITED STATES/CENTRAL AMERICA LINER ASSOCIATION

By: Kevin J. Keelan

Name: Kevin J. Keelan Title: Attorney in Fact

INDEPENDENT CARRIER PARTIES

Party: NORDANA LINE, INC.

By: Kevin J. Keelan

Name: Kevin J. Keelan Title: Attorney in Fact

Party: TROPICAL SHIPPING AND CONSTRUCTION CO. LTD.

By: Kevin J. Keelan

Name: Kevin J. Keelan Title: Attorney in Fact

Party: CENTRAL AMERICA SHIPPERS, INC.

By: Kenneth Coleman

Name: Kenneth Coleman Title: Pres.

Party: NEXOS LINE

By: John D. Cardamus V. Pres.

Name: John Cardamus Title:

Party: THOMPSON SHIPPING CO., LTD.

By: _____

Name: Title:

Ninth Revised
Page No.6CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

IN WITNESS WHEREOF, the parties listed below have caused the foregoing Agreement to be executed on their behalf by their respective duly authorized officer or agent.

ASSOCIATION PARTY

Party: UNITED STATES/CENTRAL AMERICA LINER ASSOCIATION

By: _____

Name: _____

Title: _____

INDEPENDENT CARRIER PARTIES

Party: NORDANA LINE, INC.

By: _____

Name: _____

LARS E. RASMUSSEN Title: LINE MGR.

Party: TROPICAL SHIPPING AND CONSTRUCTION CO. LTD.

By: _____

Name: _____

Title: _____

Party: CENTRAL AMERICA SHIPPERS, INC.

By: _____

Name: _____

Title: Pres.

Party: NEXOS LINE

By: _____

Name: _____

Title: V. Pres.

Party: THOMPSON SHIPPING CO., LTD.

By: _____

Name: _____

ARMANDO JACOMINO

Title: DIRECTOR OF SALES/MARKETING

Ninth Revised
Page No.7

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

Party: NAVIERA CONSOLIDADA, S.A.

By: 

Name:

FAUSTO CEVALLOS

Title:

MANAGER

Party:

CONCORDE SHIPPING INC.

By: 

Name:

Robert C. Sprot

Title:

President

Party:

NORWEGIAN AMERICAN ENTERPRISES, INC.

By: _____

Name:

Title:

Party:

By: _____

Name:

Title:

Party:

GREAT WHITE FLEET, LTD.

By: _____

Name:

Title:

Party:

KING OCEAN CENTRAL AMERICA, S.A.

By: -----

Name:

Party:

NETWORK SHIPPING LTD.

By: -----

Name:

Title:

Ninth Revised
Page No.7CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

Party: NAVIERA CONSOLIDADA, S.A.

By: _____

Name: _____

Title: _____

Party: CONCORDE SHIPPING INC.

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: GREAT WHITE FLEET LTD.

By: _____

Name: _____

Dale P. Ploughman

Title: President

Party: KING OCEAN CENTRAL AMERICA, S.A.

By: _____

Name: _____

Party: NETWORK SHIPPING LTD.

By: _____

Name: _____

Title: _____

*Ninth Revised
Page No.7

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

Party: NAVIERA CONSOLIDADA, S.A.

By: _____

Name: _____

Title: _____

Party: CONCORDE SEAFARMS INC.

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: GREAT WHITE FLEET, LTD.

By: _____

Name: _____

Title: _____

Party: KING OCEAN CENTRAL AMERICA, S.A.

By: _____

Name: _____

Title: _____

Party: NETWORK SHIPPING LTD.

By: _____

Name: _____

Title: _____

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

Party: NAVIERA CONSOLIDADA, S.A.

By: Kevin J. Keelan

Name: Kevin J. Keelan

Title: Attorney in Fact

Party: CONCORDE SHIPPING INC.

By: Robert C. Street

Name: Robert C. Street

Title: President

Party:

By: _____

Name: _____

Title: _____

Party:

By: _____

Name: _____

Title: _____

Party: GREAT WHITE FLEET, LTD.

By: _____

Name: _____

Title: _____

Party: KING OCEAN CENTRAL AMERICA, S.A.

By: -----

Name: _____

Party: NETWORK SHIPPING LTD.

By: -----

Name: _____

Title: _____

CENTRAL AMERICA DISCUSSION AGREEMENT
FMC NO. 203-011075-018

Party: NAVIERA CONSOLIDADA, S.A.

By: _____

Name: _____

Title: _____

Party: CONCORDE SHIPPING INC.

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: _____

By: _____

Name: _____

Title: _____

Party: GREAT WHITE FLEET, LTD.

By: _____

Name: _____

Title: _____

Party: KING OCEAN CENTRAL AMERICA, S.A.

By: _____

Name: _____

Party: NETWORK SHIPPING LTD.

By: _____

Name: _____

Title: _____

STEPHEN EAB

DIRECTOR

COMMERCIAL SHIPPING